

AGREEMENT
by and between
KING COUNTY, WASHINGTON
And
KING COUNTY COURT PROTECTION GUILD
January 1, 2009 through December 31, 2010

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KING COUNTY, WASHINGTON
and
KING COUNTY COURT PROTECTION GUILD
January 1, 2009 through December 31, 2010

THIS AGREEMENT is by and between the KING COUNTY, WASHINGTON, hereinafter referred to as the County, and King County Protection Guild, hereinafter referred to as the Guild.

ARTICLE 1: GENERAL

1.1. Purpose - The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees and to set forth the wages, hours and other working conditions of such employees provided the County has authority to act on such matters.

1.2. Non-Discrimination - The County and the Guild shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation or any sensory, mental or physical disability.

1.3. Work Stoppages and County Protection - The County and the Guild agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Guild shall take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent

1 without authorized leave shall be considered as an automatic resignation. Such resignation may be
2 rescinded by the Department Director if the employee presents satisfactory reasons for his/her
3 absence within three (3) calendar days of the date his/her automatic resignation became effective.

4 **1.3.1.** Upon notification in writing by the County to the Guild that any of its members are
5 engaged in a work stoppage, the Guild shall immediately, in writing, order such members to
6 immediately cease engaging in such work stoppage and provide the County with a copy of such
7 order. In addition, if requested by the County, a responsible official of the Guild shall publicly order
8 such Guild's members to cease engaging in such a work stoppage.

9 **1.3.2.** Any employee who commits any act prohibited in this Article shall be subject, in
10 accordance with the County's Work Rules to discharge, suspension or other disciplinary action as
11 may be applicable to such employee.

12 **1.4. Waiver Clause** - The parties acknowledge that each has had the unlimited right within
13 the law and the opportunity to make demands and proposals with respect to any matter deemed a
14 proper subject for collective bargaining. The results of the exercise of that right and opportunity are
15 set forth within this Agreement. Therefore, the County and the Guild, for the duration of this
16 Agreement, each agree to waive the right to oblige the other party to bargain with respect to any
17 subject or matter not specifically referred to or covered in this Agreement.

18 **1.5. Savings Clause** - Should any part hereof or any provisions herein contained be rendered
19 or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a
20 court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not
21 invalidate the remaining portions hereof; provided however, upon such invalidation the parties shall
22 meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain
23 in full force and effect.

ARTICLE 2: RECOGNITION, GUILD MEMBERSHIP AND DUES DEDUCTION

2.1. Recognition - The County recognizes the Guild as the exclusive bargaining representative for those employees whose job classifications are listed in the attached Appendix "A".

2.2. Guild Membership - It shall be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Guild, or pay an agency fee to the extent permitted by law.

2.2.1. Employees with a bona fide religious objection to union membership shall not be required to become and remain members in good standing in the Guild, but shall be required to contribute an amount equal to the regular monthly Guild dues and initiation fees to a non-religious charity mutually agreed upon by the employee and the Guild. In the event that an agreement cannot be reached between the employee and the Guild, the Public Employment Relations Commission shall decide the charity. The employee shall every thirty (30) days furnish proof that such payment has been made.

2.2.2. Failure by an employee to satisfy the provisions of paragraph 2.2 or 2.2.1 above shall constitute cause for dismissal provided the Guild makes a written request for discharge, verifying that the employee received written notification of the delinquency and notification that no-payment within thirty (30) days will result in discharge by the Employer.

2.3. Dues Deduction - Upon receipt of a written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the Secretary of the Guild and shall transmit the same to the Treasurer of the Guild.

2.4. The Guild shall indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any checkoff of dues for the Guild. The Guild shall refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

2.5. Visitation Rights - Authorized representatives of the Guild may, after notifying the Manager/designee, visit the work location of employees covered by this Agreement at reasonable

1 times.

2 **2.6. Bulletin Boards** - The County and the Guild shall cooperate to insure that adequate space
3 on the County's premises is provided for posting of announcements of meetings, election of officers
4 and any other official Guild material.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 **3.1.** The Guild recognizes the prerogatives of the County to operate and manage its affairs in
3 all respects in accordance with its responsibilities and powers of authority.

4 **3.2.** The County shall have the right to schedule overtime work as required.

5 **3.3.** Every incidental duty is not always specifically described in the job description.

6 **3.4.** The County reserves the right to discipline regular employees for just cause.

7 **3.5.** The County reserves the right to layoff regular personnel for lack of work, lack of funds,
8 or reasons of efficiency.

9 **3.6.** The County shall have the right to determine work shifts and schedules and to establish
10 the methods and processes by which such work is performed.

11 **3.7.** Nothing under this Agreement shall be construed as delegating to others or reduce or
12 abridge the following management responsibilities and rights:

13 • The responsibility of the County for determining classifications, assigning
14 employees to classifications, determining the status and tenure of employees, establishing work rules,
15 initiating and promoting employees, transferring employees, and certifying payrolls;

16 • The responsibility of the County governed by Charter provisions, Ordinances, and
17 Administrative Guidelines for Career Service Employees which include, but are not limited to the
18 following:

- 19 - To suspend, demote, discharge, withhold wage increases, reduce wage steps
- 20 or take other disciplinary action against regular employees for just cause;
- 21 - To relieve employees from duties because of lack of work, lack of funds, or
- 22 reasons of efficiency;
- 23 - To determine the methods, means, and employees necessary for operations;
- 24 - To control the departmental budget; and
- 25 - To take whatever actions are necessary in emergencies in order to assure the
- 26 proper functioning of the department.
- 27 - To implement a biweekly pay system consistent with Addendum A that will
- 28 change scheduled pay dates and convert pay and benefits into hourly

1 increments.

2 **3.8. Furlough Reopener** - King County may open this collective bargaining agreement upon
3 written request any time during the life of this collective bargaining agreement for the purpose of
4 bargaining (to the extent required by law) the effects of a King County decision to impose furlough
5 and/or building closures and/or reduction of hours of operation.

6 **3.9. Reopener for Transfer** - King County retains the right to reopen any provision in this
7 collective bargaining agreement necessary to bargain (to the extent required by law) the effects of a
8 decision to transfer work from outside this bargaining unit to the Court Protection Guild bargaining
9 unit. The Union supports this transfer of work and will work with King County to accomplish this
10 goal as expeditiously as possible. The discussion regarding this possible transfer of work may
11 include but is not limited to the following issues identified by the parties:

- 12 ● Officer safety and staffing issues related to District Court and overtime
- 13 ● Lateral hiring and pay
- 14 ● Transfer procedures/post assignment
- 15 ● Overtime assignments
- 16 ● Use of temporaries
- 17 ● Seniority
- 18 ● Lead assignments

19 **3.10. Performance Reviews** - Consistent with the authority retained in Article 3, King County
20 has the right to develop and implement a performance evaluation system consistent with King County
21 Sheriff's Office policies and procedures.

22 **3.11. Early Intervention Systems (EIS)** - Consistent with the authority retained in Article 3,
23 King County has the right to develop and implement an EIS system consistent with King County
24 Sheriff's Office policies and procedures.

25 **3.12. Civilian Review** - King County has the right to create, develop and implement a system
26 of civilian review and an Office of Law Enforcement Oversight (KC OLEO) consistent with King
27 County Ordinances.

28 **3.13. Civil Service and Career Service** - King County retains the right to bargain changes or

1 effects - to the extent required by law - to King County Civil Service Rules and Career
2 Service/Personnel Rules, and may propose such changes at any time. Such proposals may be
3 discussed in labor/management meetings or any forum acceptable to the parties.
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1 **ARTICLE 4: WAGES AND OVERTIME**

2 4.1. The classifications of employees covered by this Agreement and the corresponding rates
3 of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

4 4.2. Except as otherwise provided in this Article, employees assigned to five (5) day, eight
5 (8) hour shifts shall be paid at the rate of one and one-half (1-1/2) times the employee's regular
6 straight-time hourly rate of pay for all hours worked in excess of eight (8) hours in one (1) day or
7 forty (40) hours in a workweek; employees assigned to four (4) day, ten (10) hour shifts shall be paid
8 at the rate of one-and-one-half (1-1/2) times the employee's regular straight time hourly rate of pay
9 for all hours worked in excess of ten (10) hours in one (1) day, or forty (40) hours in a workweek.

10 4.3. A minimum of four (4) hours at the overtime rate shall be allowed for each regular
11 employee called back. Where such overtime exceeds four (4) hours, the actual hours worked shall be
12 paid at the overtime rate.

13 4.3.1. A call-back is defined as any situation where the regular employee has left work and is
14 subsequently contacted and required to return to work prior to the employee's next scheduled work
15 shift.

16 4.3.2. Scheduled overtime is not a call-back and shall be paid at the straight time rate until
17 the regular employee qualifies for overtime pursuant to Section 4.2. Scheduled overtime shall
18 include occasions where an employee is required to report to work earlier than previously scheduled
19 and works their regular shift.

20 4.3.3. The Saturday or holiday court calendar at the Regional Justice Center shall be
21 considered a call back as defined under Section 4.3.

22 4.4. All overtime shall be authorized in advance by the Manager/designee in writing, except
23 in emergencies.

24 4.5. Compensatory Time - With mutual agreement of the County and the regular employee,
25 compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory
26 time may be accrued to a maximum of forty (40) hours. Requests to use compensatory time will be
27 approved unless the employee's absence during the period requested will unduly disrupt the
28 operations of the Department. Compensatory time accrued shall be used during the calendar year in

1 which it is earned unless such utilization is not feasible due to the work demands of the position, in
2 which case the employee may request and the Manager/designee may approve the carryover of a
3 maximum of forty (40) hours of accrued compensatory time to the next calendar year. Carried-over
4 compensatory hours must be used within the first quarter of the new year.

5 **4.6. Compensatory Time Cash Out** - On each May 31 and November 30, employees with
6 accrued compensatory time will be permitted to request cash out of all, or a portion of such time, to
7 the half hour, if they so desire. Payments will be made as soon as practicable, but no later than the
8 second paycheck following the request.

9 **4.7. Accountable Business Transformation (ABT) Program Reopener** - King County retains
10 the right to reopen this Article if requested in writing during the life of this collective bargaining
11 agreement, to bargain - to the extent required by law - any changes required by King County's ABT
12 Program.

ARTICLE 5: HOURS OF WORK

5.1. The standard work schedule for regular full-time employees shall consist of either five (5) consecutive workdays not to exceed eight (8) hours each, inclusive of a meal period, not to exceed forty (40) hours per week; or four (4) workdays, not to exceed ten (10) hours each, inclusive of a meal period, not to exceed forty (40) hours per week. Each work schedule will include work time for donning and doffing of their uniform, and for reporting to their assigned post. The hours of work of a regular full-time employee may be changed consistent with Section 5.1.1 and 5.2.

The King County Sheriff's Office may place an employee or group of employees on a 4/10 work schedule (working four 10-hour days) when the King County Sheriff's Office decides that it is beneficial and operationally prudent to do so, as long as each of the following conditions are met:

A. Any such schedule change will be effective on a date determined in writing by the King County Sheriff's Office for the duration determined in writing by the King County Sheriff's Office.

B. Personnel assigned to work a 4/10 schedule shall work four (4) ten (10) hour days, with one regularly scheduled day off, as assigned, in a forty (40) hour week. The King County Sheriff's Office shall notify employees of their precise work schedules and furlough days while on the 4/10 schedule.

C. Employees working the 4/10 schedule shall observe the same paid holidays as described in Article 7 of the applicable collective bargaining agreement.

D. Employees working a 4/10 schedule shall be paid at the rate of one and one-half times the regular rate of pay for all hours worked in excess of ten (10) hours in one day, inclusive of the lunch period, or forty (40) hours in one week.

E. Vacation and sick leave shall be used on an hour for hour basis. Example: Employee takes one (1) day vacation since she/he will be taking ten (10) hours off; ten (10) hours will be subtracted from her/his vacation week.

F. The King County Sheriff's Office may cancel the 4/10 schedule with thirty (30) calendar days written notice to the affected employees. If the four/ten (4/10) schedule is cancelled, the employee will revert to her/his prior schedule.

1 **G.** The King County Sheriff's Office will notify the employees affected by this
2 change of its expectations related to this change in schedule.

3 **5.1.1.** Should King County decide to implement a change in building or court hours, King
4 County will meet to discuss the impact of such change on the bargaining unit.

5 **5.1.2.** Temporary employees will be assigned days and hours of work as need by the County.

6 **5.2.** The County will assign each regular employee a regular starting time which can be
7 changed with seven (7) days notice, or with less notice if 1) a four (4) hour minimum is paid, or 2)
8 the time worked is a shift extension at the end of shift.

9 **5.3.** Employees performing a full eight (8) hour shift or a full ten (10) hour shift shall be
10 allowed a one-half (1/2) hour meal period and two (2) fifteen (15) minute paid rest periods.
11 Employees working less than an eight (8) hour shift shall be eligible for meal periods and breaks in
12 accordance with law.

13 **5.4. Change of Work Schedules** - Upon written request of an employee(s) and with prior
14 written approval of the Manager/designee, a work schedule for an employee(s) may be modified or a
15 shift traded with another employee.

16 **5.5. Alternative Work Schedules** - During the term of the Agreement, the Guild and/or
17 County may desire a work schedule(s) that is different than the standard work schedule provided
18 under Section 5.1 herein. The addition of work schedules are subject to collective bargaining by the
19 parties' authorized representatives.

20 **5.6. Accountable Business Transformation (ABT) Program Reopener** - King County retains
21 the right to reopen this Article if requested in writing during the life of this collective bargaining
22 agreement, to bargain - to the extent required by law - any changes required by King County's ABT
23 Program.

ARTICLE 6: SENIORITY

6.1. Regular Employees shall be afforded the right to utilize their classification seniority as hereinafter defined for the purposes specifically provided for within this Agreement.

6.2. An employee shall be recognized as having attained seniority and regular employment status when such employee shall have successfully completed a probation period twelve (12) consecutive months. Upon completion of the employee's probation period s/he shall be assigned a classification seniority date which shall be the date when s/he first commenced his/her twelve (12) month probation.

6.2.1. In the event that an employee is laid off during his/her twelve (12) month probation period and is subsequently recalled to perform bargaining unit work within ninety (90) calendar days from the employee's date of layoff; s/he shall then be credited with all days previously worked for purposes of satisfying his/her twelve (12) month probation status and establishing his/her resultant classification seniority date.

6.2.2. Regular employees shall continue to accrue seniority during an absence caused by an industrial injury or illness. An employee who is unable to work because of a non-work related injury or illness shall not accumulate seniority during such absence of thirty (30) or longer unpaid calendar days.

6.2.3. Regular employees on an approved unpaid leave of absence of thirty (30) continuous calendar days or longer shall not accumulate seniority credits during such absence.

6.2.4. When a regular employee is, or has been, promoted or transferred from the bargaining unit to another job so as to be excluded from coverage by this Agreement, such employee may be returned to the unit by the County and s/he shall resume his/her seniority which s/he had as of the date of promotion or transfer; provided however, in the event any such employee remains outside of the bargaining unit for a period exceeding twelve (12) months, s/he shall not have his/her bargaining unit seniority restored upon his/her return to the bargaining unit.

6.3. Classification seniority shall be defined as an regular employee's total length of service within a classification(s) covered by this Agreement. Classification seniority shall include time spent prior to January 1, 1996 working as a Court Security Officer in the King County Courthouse.

1 Effective January 1, 2003, regular part-time employees will accrue seniority at a rate of half of what a
2 full-time employee earns. Any seniority ties will be determined by hire test scores with the employee
3 having the higher test score being more senior.

4 **6.4. Seniority rights shall be forfeited for either of the following causes:**

- 5 • Discharge for just cause.
- 6 • Resignation; provided however, in the event an employee who has completed
7 his/her twelve (12) month probation period is rehired to a classification covered by this Agreement
8 within twelve (12) months from the date of his/her resignation, that employee shall then be credited
9 with all his/her seniority credits previously existing on his/her last day worked.

10 **6.5. Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County
11 shall layoff the employee who has the least seniority within the classification. Employees originally
12 hired or promoted into the bargaining unit on the same date shall be laid off based on merit. Prior to
13 any layoff, all temporary and probationary employees within the bargaining unit shall be laid off first.

14 **6.6. Recall from Layoff** - Regular employees displaced due to a reduction-in-force shall be
15 recalled in the inverse order of layoff; namely, those laid off last shall be recalled first subject to their
16 ability to perform the work for which they were recalled.

17 **6.7. Seniority Lists** - The Guild shall maintain the seniority list and it will provide a copy to
18 the County upon written request.

19 **6.8. Seniority Consideration in Post and Shift Assignments** - When making post and shift
20 assignments for regular employees, the County shall consider seniority. Department needs shall be
21 the primary consideration when making post and shift assignments.

ARTICLE 7: HOLIDAYS

7.1. All regular, probationary and term-limited employees who work a full-time work schedule shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	
Christmas Day	December 25th

and any special or limited holidays as declared by the President or Governor, and as approved by the Council.

7.2. For holiday eligible employees, whenever a holiday falls on their first regularly scheduled day off, the preceding regularly scheduled workday shall be observed as the holiday. Whenever a holiday falls on their second or third regularly scheduled day off (for those working on a four (4) day, ten (10) hour schedule), the holiday shall be observed on their following regularly scheduled day of work. Work performed on the holiday shall be paid at time-and-one-half (1-1/2) times the regular rate of pay, in addition to the holiday pay.

7.3. All full-time holiday eligible employees shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be added to accrued vacation on the first pay period of October and on the first pay period of November of each year. These days can be used in the same manner as any vacation day earned. Part-time holiday eligible employees will receive the personal holidays pro-rated based on their regular work schedule.

7.4. Regular, probationary and term-limited temporary employees who work a part-time

1 schedule and are eligible for holiday pay will receive holiday pay in accordance with Section 7.1 on
2 those holidays the employee is regularly scheduled for work pro-rated based on their regular work
3 schedule.

4 **7.5.** Full-time employees who are eligible for holiday pay shall receive time and one-half the
5 regular rate of pay for all hours worked on a listed holiday. This compensation shall be in addition to
6 the eight (8) hours of straight time holiday pay.

ARTICLE 8: VACATIONS

8.1. Accrual Rates - Regular, probationary and term-limited employees in a paid status for forty (40) hours per week, shall receive vacation benefits as indicated in the following schedule:

Full Years of Service		Annual Leave in Days
Upon hire through end of Year	5	12
Upon beginning Year	6	15
Upon beginning Year	9	16
Upon beginning Year	11	20
Upon beginning Year	17	21
Upon beginning Year	18	22
Upon beginning Year	19	23
Upon beginning Year	20	24
Upon beginning Year	21	25
Upon beginning Year	22	26
Upon beginning Year	23	27
Upon beginning Year	24	28
Upon beginning Year	25	29
Upon beginning Year and beyond	26	30

8.1.2. Regular, probationary and term-limited temporary employees who work a part-time work schedule shall accrue vacation leave in accordance with the vacation leave schedule above, provided, however, such accrual rates shall be prorated to reflect their normally scheduled workweek.

8.2. Full-time employees may accrue up to sixty (60) days vacation leave. Part-time employees may accrue vacation up to sixty (60) days prorated to reflect their normally scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount prior to December 31st of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the Manager/designee

1 has approved a carryover of such vacation leave because of cyclical workloads, work assignments or
2 other reasons as may be in the best interests of the County.

3 **8.3.** An employee shall not be granted vacation benefits if not previously accrued.
4 Employees eligible for vacation leave shall accrue vacation from their date of hire. Employees shall
5 not be eligible to take or be paid for vacation leave until they have successfully completed their first
6 six (6) months of County service, and if they leave County employment prior to successfully
7 completing their first six (6) months of County service, shall forfeit and not be paid for accrued
8 vacation leave.

9 **8.4.** County Employment While On Vacation - No employee shall be permitted to work for
10 compensation for the County in any capacity during the time when vacation benefits are being used.

11 **8.5.** Incremental Usage - Vacation may be used in one half (1/2) hour increments at the
12 discretion of the Manager/designee.

13 **8.6.** Termination - Upon termination, the employee shall be paid for any unused vacation
14 leave up to the maximum of sixty (60) days if the employee was in good standing.

15 **8.7.** Death - In cases of separation by death, payment of unused vacation benefits up to a
16 maximum of sixty (60) day shall be made to the employee's estate, or in applicable cases, as provided
17 by RCW 49.48 and RCW Title 11.

18 **8.8.** Vacation Scheduling - Vacations shall be scheduled up through April 1st of each year on
19 a seniority basis. Vacation requests submitted after April 1st shall be approved on a first come first
20 serve basis. Vacation requests shall be in writing. A vacation of one (1) day or less shall be
21 requested at least three (3) working days in advance. A vacation of more than one (1) day shall be
22 requested two (2) weeks in advance. If the need arises, an individual may contact his/her
23 Manager/designee and request emergency vacation. Approval of emergency vacation shall be at the
24 discretion of the Manager/designee.

25 **8.8.1.** All vacation requests shall receive a definite written yes or no response as soon as
26 possible from the submission of same. Once approved the County shall not rescind the vacation,
27 unless an emergency exists.
28

1 **ARTICLE 9: SICK LEAVE**

2 **9.1. Sick Leave** - Regular, probationary and term-limited temporary employees (herein after
3 referred to as: “leave eligible employees”) will accrue sick leave benefits at the rate of 0.04616 hours
4 for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month.
5 Except, that sick leave will not begin to accrue until the first of the month following the month in
6 which the employee commenced employment. The employee is not entitled to sick leave if not
7 previously earned.

8 **9.2. Vacation as an Extension of Sick Leave** - During the first six (6) months of service in a
9 leave eligible position, leave eligible employees may, at the Manager/designee’s discretion, use any
10 accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six
11 (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to
12 the County upon termination.

13 **9.3. Partial Day Increments** - Sick leave may be used in one-half (1/2) hour increments at the
14 discretion of the Manager/designee.

15 **9.4. Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by
16 a leave eligible employee.

17 **9.5. Restoration following Separation** - Separation from employment except by reason of
18 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave
19 eligible employee as of the date of separation. Should a regular employee resign in good standing, be
20 laid off or separated for non-disciplinary medical reasons and return to County employment within
21 two (2) years, his/her accrued sick leave will be restored.

22 **9.6. Pay upon Separation** - A regular employee who has successfully completed at least five
23 (5) years of County service and who retires as a result of length of service or who separates by reason
24 of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount
25 equal to thirty-five (35) percent of his/her unused, accumulated sick leave multiplied by the
26 employee’s base rate of pay in effect upon the date of leaving County employment, less mandatory
27 withholdings.

28 **9.7. Leave Without Pay for Health Reasons** - An employee must use all of his/her sick leave

1 before taking unpaid leave for his/her own health reasons. If the injury is compensable under the
2 County's workers compensation program, then the employee has the option to augment or not
3 augment time loss payments with the use of accrued sick leave.

4 **9.8. Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
5 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
6 an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty
7 (80) hours of accrued sick leave.

8 **9.9. Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
9 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
10 by his/her Manager/designee.

11 **9.10. Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

12 **A.** The employee's bona fide illness or injury; provided, that an employee who suffers
13 an occupational illness or injury may not simultaneously collect sick leave and worker's
14 compensation payments in a total amount greater than the net regular pay of the employee;

15 **1.** An employee who chooses to augment workers compensation payments
16 with the use of accrued sick leave will notify the workers compensation office in writing at the
17 beginning of the leave;

18 **2.** An employee may not collect sick leave and worker's compensation time
19 loss payments for physical incapacity due to any injury or occupational illness which is directly
20 traceable to employment other than with the County.

21 **B.** Exposure to contagious diseases and resulting quarantine.

22 **C.** A female employee's temporary disability caused by or contributed to by
23 pregnancy and childbirth.

24 **D.** The employee's medical, ocular or dental appointments provided that the
25 employee's Manager/designee has approved the scheduling of sick leave for such appointments.

26 **E.** To care for the employee's eligible child if the child has an illness or health
27 condition which requires treatment or supervision from the employee;

28 **F.** To care for other family members, if:

1 1. The employee has been employed by the County for twelve (12) months or
2 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)
3 months,

4 2. The family member is the employee's spouse or domestic partner, the
5 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
6 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
7 employee, the employee's spouse or domestic partner; and,

8 3. The reason for the leave is one of the following:

9 a. The birth of a son or daughter and care of the newborn child, or
10 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
11 within twelve (12) months of the birth, adoption or placement;

12 b. The care of the employee's child or child of the employee's spouse
13 or domestic partner whose illness or health condition requires treatment or supervision by the
14 employee; or

15 c. Care of a family member who suffers from a serious health
16 condition (as defined under the FMLA).

17 **9.11. Unpaid Leave** - An employee who has been employed by the County for twelve (12)
18 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding
19 twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her
20 own serious health condition, and for family reasons as provided in Sections 9.10.E and 9.10.F
21 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive
22 days or weeks, or intermittent (as defined under the FMLA), which is taken in whole or partial days
23 as needed. Intermittent leave is subject to the following conditions:

24 **A. Birth or Adoption** - When a leave is taken after the birth or placement of a child
25 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
26 only if authorized by the employee's Manager/designee.

27 **B. Reduced Schedules** - An employee make take leave intermittently or on a reduced
28 schedule when medically necessary due to a serious health condition of the employee or family

1 member of the employee; and

2 **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a
3 reduced leave schedule, under Section B. above, that is foreseeable based on planned medical
4 treatment, the Manager/designee may require the employee to transfer temporarily to an available
5 alternative position for which the employee is qualified and that has equivalent pay and benefits and
6 that better accommodates recurring periods of leave than the regular position of the employee.

7 **9.11.1. Concurrent Time** - Use of donated leave will run concurrently with the eighteen (18)
8 workweek family medical leave entitlement.

9 **9.11.2. Insurance Premiums** - The County will continue its contribution toward health care
10 during any unpaid leave taken under Section 9.11.

11 **9.11.3. Return to Work from Unpaid Leave** - An employee who returns from unpaid family
12 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

13 **A.** The same position s/he held when the leave commenced; or

14 **B.** A position with equivalent status, benefits, pay and other terms and conditions of
15 employment; and

16 **C.** The same seniority accrued before the date on which the leave commenced.

17 **9.11.4. Failure to Return to Work** - Failure to return to work by the expiration date of the
18 leave of absence may be cause for removal and result in termination of the employee from County
19 service.

20 **9.12. Provider Certification** - The Manager/designee and employee is responsible for the
21 proper administration of the sick leave benefit. Verification from a licensed health care provider may
22 be reasonably required to substantiate the health condition of the employee or family member for
23 leave requests.

24 **9.13. Definition of Child** - For purposes of this Article, a child means a biological, adopted or
25 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,
26 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of
27 self care because of mental or physical disability.

28 **9.14.** Employees shall be entitled to family medical leave as provided by the King County

1 Family Medical Leave Act, the federal Family Medical Leave Act and any Washington state laws
2 that provide for family medical leave.

1 **ARTICLE 10: OTHER PAID LEAVES**

2 **10.1. Donation of Vacation and Sick Leave.**

3 **A. Vacation leave hours**

4 **1. Approval Required** - An employee eligible for paid leave may donate a
5 portion of his/her accrued vacation leave to another employee eligible for paid leave benefits. Such
6 donation will occur upon written request to and approval of the donating and receiving employee's
7 department director(s), except that requests for vacation donation made for the purposes of
8 supplementing the sick leave benefits of the receiving employee will not be denied unless approval
9 would result in a departmental hardship for the receiving department.

10 **2. Limitations** - The number of hours donated will not exceed the donor's
11 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted
12 where it would cause the employee receiving the transfer to exceed his/her maximum vacation
13 accrual.

14 **3. Return of Unused Donations** - Donated vacation leave hours must be used
15 within ninety (90) calendar days following the date of donation. Donated hours not used within
16 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated
17 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.
18 For purposes of this Article, the first hours used by an employee will be accrued vacation leave
19 hours.

20 **B. Sick leave hours**

21 **1. Written Notice Required** - An employee eligible for paid leave may donate
22 a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written
23 notice to the donating and receiving employee's department director(s).

24 **2. Minimum Leave Balance Required (Donor)** - No donation will be permitted
25 unless the donating employee's sick leave accrual balance immediately subsequent to the donation is
26 one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of
27 his/her accrued sick leave in a calendar year.

28 **3. Return of Unused Donations** - Donated sick leave hours must be used

1 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death
2 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
3 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
4 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be
5 accrued sick leave hours.

6 C. No Solicitation - All donations of vacation and sick leave made under this Article
7 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or
8 any other compensation or benefits in exchange for donating vacation or sick leave hours.

9 D. Conversion Rate - All vacation and sick leave hours donated will be converted to a
10 dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value
11 will then be divided by the receiving employee's hourly rate to determine the actual number of hours
12 received. Unused donated vacation and sick leave will be reconverted based on the donor's straight
13 time hourly rate at the time of reconversion.

14 10.2. Leave - Organ Donors - The Manager/designee will allow an employee eligible for paid
15 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
16 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
17 paid leave provided;

18 A. Notification - The employee gives the Manager/designee reasonable advance
19 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other
20 organs or tissue where there is a reasonable expectation that the employee's failure to donate may
21 result in serious illness, injury, pain or the eventual death of the identified recipient.

22 B. Provider Certification - The employee provides written proof from an accredited
23 medical institution, organization or individual as to the need for the employee to donate bone
24 marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the
25 participation of the donor is unique or critical to a successful outcome.

26 C. Limitation - The pay associated with the five (5) days off is limited to forty (40)
27 hours.

28 10.2.1. Time off Subject to Agreement - Time off from work for the purpose set out above in

1 excess of five (5) working days will be subject to the terms of this Agreement.

2 **10.3. Bereavement Leave**

3 A. An employee eligible for paid leave will be entitled to three (3) working days of
4 bereavement leave a year, due to death of a member of his/her immediate family. Those working a
5 four (4) day, ten (10) hour schedule will be entitled to three (3) working days of time off, with a
6 maximum of twenty-four (24) hours of pay.

7 B. Use of Sick Leave in Lieu of Bereavement Leave - An employee eligible for leave
8 who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of three
9 (3) working days for each additional instances when death occurs to a member of the employee's
10 immediate family. Those working a four (4) day, ten (10) hour schedule will be entitled to three (3)
11 working days of time off with a maximum of twenty-four (24) hours of pay.

12 C. In the application of any of the foregoing provisions, when a holiday or regular
13 day off falls within the prescribed period of absence, it will not be charged against the employee's
14 sick leave account nor bereavement leave credit.

15 D. Family Defined - Immediate family means, as used in this Article: spouse,
16 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the
17 employee, employee's spouse or employee's domestic partner.

18 **10.4. School Volunteers** - An employee eligible for paid leave will be allowed the use of up
19 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the
20 school attended by the employee's child provided; an employee requesting to use sick leave for this
21 purpose will submit such request in writing specifying the name of the school and the nature of the
22 volunteer services to be performed.

23 **10.5. Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be
24 entitled to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive
25 of mileage, with the Finance and Business Operations Division, of the Department of Executive
26 Services. The employee will report back to their Manager/designee when dismissed from jury
27 service.

28 **10.6. Leave Examinations** - An employee eligible for paid leave will be entitled to necessary

time off with pay for the purpose of participating in County qualifying or promotional examinations.
This will include time required to complete any required interviews.

10.7. Military Leave - A leave of absence for active military duty or active military training duty will be granted to eligible employees in accordance with applicable provisions of state and/or federal law; provided, that a request for such leave shall be submitted to the Manager/designee in writing by the employee and accompanied by a validated copy of military orders ordering such active duty or active training duty.

1 **ARTICLE 11: MEDICAL, DENTAL, VISION, AND LIFE INSURANCE**

2 **11.1.** King County presently participates in group medical, dental, vision and life insurance
3 programs. The County agrees to maintain such programs during the term of this Agreement,
4 provided that the Guild and County agree to incorporate changes to employee insurance benefits
5 which the County may implement as a result of the agreement of the Joint Labor-Management
6 Insurance Committee.

7 **11.2.** A newly hired regular, probationary and term-limited employee shall be eligible for
8 receipt of all benefits under the County's medical, dental, vision, life insurance and long term
9 disability insurance programs on the first day of the month following the date the employee
10 commences employment with the County.

ARTICLE 12: UNIFORMS

12.1. Uniforms - The County shall provide for each regular employee the following minimum uniform, weapon, equipment and duty gear issue:

Uniform Items	
Shirts	4 (2 short sleeve, 2 long sleeve)
Trousers	2 pair
Shoes	1 pair
Heavy Winter Jacket with lining	1
Shoulder Patches	as needed
Badge	2 (1 metal, 1 cloth)
Name Tag	4
Belt	1
Protective Vest	1 (same as KCSO)

Weapon Items & Equipment	
Hand Gun	1
Nightstick	1
Handcuffs	1 pair
Chemical Spray	1

Duty Gear Items	
Gun Belt	1
Gun Holster	1
Bullet Pouches	1
Keepers	4
Handcuff Case	1
Chemical Spray Holder	1
Nightstick Holder	1
Leather Key Holder	1

12.2. The employee shall be held accountable for all uniforms, weapons and duty gear which are issued to the employee by the County. Items which become worn out and/or items which become

1 lost or destroyed as a direct result of the performance of the employee's duties, or as a result of an
2 occurrence not due to the employee's intentional act or negligence shall be replaced by the County.
3 Accountable items of clothing or protective devices assigned to an employee which are lost or
4 mutilated as a direct result of that particular employee's negligence shall be replaced by the
5 employee.

ARTICLE 13: MISCELLANEOUS

13.1. Mileage - Employees who have been authorized by the County to use their own transportation for work purposes shall be reimbursed for mileage at the rate established by County ordinance.

13.2. Weapons/Defense Tactics - All employees shall periodically qualify with a handgun in accordance with departmental policy as scheduled by the County. In addition, all employees, upon written request, shall be provided one hundred (100) rounds of practice ammunition per month for their primary duty weapon, for practice session(s).

13.3. Labor-Management Conference Committee - The County and the Guild shall establish a joint Labor-Management Conference Committee which shall be comprised of participants from both the County and the Guild. Each party shall have the sole right to select its participants. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the County and the Guild. Either the County or the Guild may request a meeting of the Committee; however, neither party is obligated to meet more than twice a year. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.

13.4. Biweekly Payroll - If during the life of this Agreement the County chooses to implement a biweekly payroll plan, the parties agree to adopt the plan, consistent with Addendum A. Such plan may include changes to scheduled pay dates and conversion of pay and benefits to hourly amounts.

13.5. Leave of Absence for Guild Business - An employee elected or appointed to office in the signatory organization which requires all of his/her time shall be given leave of absence up to one (1) year without pay upon written application.

13.6. Guild Negotiating Committee - Employees who serve on the Guild Negotiating Committee shall be allowed time off from duty to attend negotiating meetings with the County provided that the members of the Guild Negotiating Team shall be composed of two (2) members or less; and provided further, that prior approval is granted by the Sheriff/designee. Additional members allowed time off to attend negotiations with the County are subject to agreement by the

1 County.

2 **13.7. Guild Business** - With prior approval of the Manager/designee, the Guild President
3 and/or designee may flex their work schedules or be allowed some reasonable time while on duty
4 status to consult with appropriate County officials and/or aggrieved employees. The Guild
5 representatives shall indicate the general nature of the business to be conducted, and request
6 necessary time that will not interfere with their regular duties to conduct Guild business. Guild
7 representatives shall guard against use of excessive time in handling such responsibilities.

8 **13.8. Mileage for Training** - King County will pay mileage at a rate consistent with the King
9 County Code and consistent with King County Sheriff's Office rules, for travel from home to
10 mandatory training and then to assigned work site when the most direct route possible is traveled and
11 the employee lives no more than fifteen (15) miles outside of King County boundaries (consistent
12 with King County Sheriff's Office rules). King County will pay mileage under the same
13 circumstances for travel from home to mandatory training and back home, when the mandatory
14 training is scheduled on the employee's furlough day.

ARTICLE 14: GRIEVANCE PROCEDURE

14.1. The County and the Guild recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Guild shall extend every effort to settle grievances at the lowest possible level of supervision.

14.2. Employees shall be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

14.3. A grievance shall be defined as a dispute as to the interpretation or application of this Agreement.

14.4. The Guild shall not be required to press employee grievances if in the Guild's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any arbitrator, the Guild shall be the exclusive representative of the employee.

14.5. Employees, whether Guild members or not, shall have no independent unilateral privilege or right to invoke the grievance procedure.

14.6. The disposition and/or settlement of any grievance or other matter in dispute as determined by and between the Guild and the County shall be final and binding upon all parties to the dispute.

14.7. STEP 1 - A grievance shall be verbally presented by the aggrieved employee or the Guild within (10) calendar days of the occurrence of such grievance to the employee's immediate supervisor. The immediate supervisor shall gain all relevant facts, discuss the same with the Captain, and attempt to adjust the matter and notify the employee within seven (7) calendar days after receipt of the grievance.

14.8. STEP 2 - If the grievance has not been satisfactorily resolved, the Guild representative shall reduce the grievance to writing, outlining the facts as they are understood, the Section of the Agreement allegedly violated and the remedy sought. The written grievance shall then be presented to the Chief for investigation, discussion and written reply. The Chief shall make a written decision available to the aggrieved employee and the Guild within fifteen (15) calendar days.

1 **14.9. STEP 3** - If the decision of the Chief has not resolved the grievance to the satisfaction
2 of the Guild, the grievance shall be presented to the King County Department of Executive Services
3 Human Resources Division (Labor Relations) for a Step 3 meeting for a joint committee or equal
4 representation from the Guild and the County with a maximum of two (2) for each side. This
5 committee shall attempt to resolve the grievance within fifteen (15) calendar days.

6 **14.10. STEP 4** - Should this committee be unable to resolve the grievance, either the County
7 or the Guild may request arbitration specifying the exact question which it wishes to be arbitrated, the
8 Section of the Agreement violated and the remedy sought provided such request has been initiated
9 within ninety (90) calendar days from the date the grievance was brought to the attention of the
10 employee's immediate supervisor provided for in STEP 1. The committee shall then select a third
11 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a
12 third party to serve as an arbitrator, then the arbitrator shall be selected from a panel of seven (7)
13 names furnished by the American Arbitration Association. The arbitrator shall be selected from the
14 list by both the County representative and the Guild representative each alternately striking a name
15 from the list until only one (1) name remains. The remaining name shall serve as the arbitrator. The
16 arbitrator, under voluntary labor arbitration rules of the American Arbitration Association, shall be
17 asked to render a decision promptly and the decision of the arbitrator shall be final and binding upon
18 all parties to the dispute.

19 **14.11.** The arbitrator shall have no power to add to, subtract from, disregard, modify or
20 otherwise alter any terms of this Agreement, or to negotiate new agreements, but shall have the
21 power only to apply and interpret the provisions of this Agreement in reaching a decision.

22 **14.12.** The arbitrator's fee and expense shall be borne equally by the County and the Guild.
23 The court reporter's fee and expenses, if mutually agreed upon in advance, shall be borne equally by
24 the County and the Guild. Each party shall bear the full cost of its representation, including
25 attorneys, and any witnesses appearing on its own behalf regardless of the out come of the arbitration.

26
27 **14.13.** Temporary, term-limited temporary and probationary employees are employed at will
28 and may be separated from employment at any time without the right to grieve their job separation.

1 **ARTICLE 15: EMPLOYEE RIGHTS**

2 **15.1.** All regular employees within the bargaining unit shall be entitled to the protection of
3 the provisions contained in King County Motion #7854, attached as Addendum C.

4 **15.2. Rules and Procedures** - The County shall furnish each employee with a copy of the
5 Department's Administrative and Personnel policies. The County shall make available at primary
6 duty assignments all basic rules and procedures related to the performance of the duties of that
7 position.

8 **15.3.** Temporary, probationary and term-limited temporary employees are employed at will
9 and can be terminated from employment for any reason, at the discretion of the County, without right
10 of appeal or right to grieve under this agreement. Temporary employees are not covered under the
11 "Employees' Bill of Rights", referred to in 15.1, or attached as Addendum C.

16.1. Except for those provisions that state otherwise, this Agreement and each of its provisions shall become effective upon ratification by the King County Council and shall cover the time period January 1, 2009 through December 31, 2010.

By: _____

Alan Schneider
President
King County Court Protection Guild

King County Court Protection Guild - County Marshals, King County Sheriff's Office
January 1, 2009 through December 31, 2010
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cba Code: 226

Union Code(s): KCCPG
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APPENDIX "A"
to the
AGREEMENT
by and between
KING COUNTY, WASHINGTON
and
KING COUNTY COURT PROTECTION GUILD
(Representing King County Marshals)
January 1, 2009 through December 31, 2010

THIS APPENDIX is supplemental to the AGREEMENT by and between the KING COUNTY, WASHINGTON, hereinafter referred to as the County, and the KING COUNTY PROTECTION GUILD hereinafter referred to as the Guild.

A.1. 2009 Wage Range 45 - Effective January 1, 2009

Job Class Code	Peoplesoft Job Class Code	MSA Job Class Code		STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
5103100	515101	3156	County Marshal	00-12m	13-24m	25-36m	37-48m	49m +

Step Movement - The above reflects the time period thresholds for initial step placement and subsequent movement to the next step of the pay range for full-time regular employees. Part-time regular employees will receive step increases based on the above longevity schedule pro-rated to reflect their regular monthly work schedule.

Wage Range Increase - Effective January 1, 2010 the King County Marshal pay range will increase from Range 45 to Range 47 of the 2010 King County Squared Table.

Step Placement onto the New Range - With each range increase, employees will be placed at the step number on the new range equivalent to their step number on the previous range (step-to-step

1 step placement).

2 **A.2.** Effective January 1, 2010, the base rate of pay enumerated in Section A.1 shall be
3 increased by ninety percent (90%) of the percentage increase in the Consumer Price Index for All
4 U.S. Cities based on September to September figures of the prior year. In no event shall this increase
5 be less than two percent (2%) nor more than six percent (6%). The “Index” used shall be the
6 Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (Revised Series)
7 (CPI-W) (1982-1984=100), which will be incorporated in to the squared table range referred to
8 above.

9 **A.3. Lead Pay** - Effective January 1, 2010, Employees properly assigned, in writing, to the
10 status of Lead, shall receive, during the time period so assigned, an hourly premium equal to seven
11 and one-half percent (7.5%) of their hourly base rate of pay. Leads can be assigned for any duration,
12 as determined by the Manager/designee.